

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
EASTERN DIVISION**

**RICHARD G. POWELL and
DEBRA Y. POWELL**

PLAINTIFFS

v.

Case No. 4:13-cv-195-KGB

CAMPING WORLD, *et al.*

DEFENDANTS

JUDGMENT

This matter came for trial by jury on the 30th day of May, 2017. Plaintiffs Richard Powell and Debra Powell and separate defendant TRL, Inc. (“TRL”) announced ready for trial. A jury of twelve was selected and sworn. For the reasons stated on the record, the Court granted TRL’s motion for judgment as a matter of law with respect to Richard Powell and Debra Powell’s claim against TRL for negligent repair. Also for the reasons stated on the record, the Court granted Debra Powell’s motion for judgment as a matter of law with respect to TRL’s counter-claim against Debra Powell for breach of contract.

On May 30, 2017, the jury returned a verdict as follows:

VERDICT FORM:

INTERROGATORY NO. 1: Do you find from a preponderance of the evidence that Richard Powell breached a contract to pay TRL for the repairs to his motorcoach as instructed in Jury Instruction No. 8?

Answer: Yes
(Write yes or no).

/s/ Pamela Duran
FOREPERSON

DATED: May 30, 2017

(Note: Answer Interrogatory No. 2 only if you answer “yes” to Interrogatory No. 1.)

INTERROGATORY NO. 2: State the amount of any damages which you find from a preponderance of the evidence were sustained by TRL, pursuant to its claim for its repair bill.

Answer: \$3,892.48
(Write dollar amount, if any).

/s/ Pamela Duran
FOREPERSON

DATED: May 30, 2017

(Note: You must answer Interrogatory No. 3).

INTERROGATORY NO. 3: Do you find from a preponderance of the evidence that Richard Powell breached a contract to pay TRL for storage fees as instructed in Jury Instruction No. 9?

Answer: Yes
(Write yes or no).

/s/ Pamela Duran
FOREPERSON

DATED: May 30, 2017

(Note: Answer Interrogatory No. 4 only if you answer “yes” to Interrogatory No. 3).

INTERROGATORY NO. 4: State the amount of any damages which you find from a preponderance of the evidence were sustained by TRL pursuant to its claim for storage fees.

Answer: \$12,000.00
(Write dollar amount, if any).

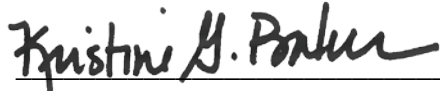
/s/ Pamela Duran
FOREPERSON

DATED: May 30, 2017

Judgment is therefore entered in favor of separate defendant TRL and against plaintiff Richard Powell on TRL's counter-claim against Mr. Powell. The Court enters judgment in favor of separate defendant TRL in the amount of \$15,892.48. Post-judgment interest will accrue at 1.154% per annum from today until this Judgment is paid. 28 U.S.C. § 1961(a)-(b).

By prior Order, this Court granted summary judgment in favor of separate defendants Camping World RV Sales LLC, Mercedes Benz USA, LLC, and Winnebago Industries, Inc. (Dkt. No. 196). For the reasons set out in the Court's prior Order, judgment is entered in favor of separate defendants Camping World RV Sales LLC, Mercedes Benz USA, LLC, and Winnebago Industries, Inc., and plaintiffs Richard and Debra Powell's request for relief as to separate defendants Camping World RV Sales LLC, Mercedes Benz USA, LLC, and Winnebago Industries, Inc., is denied.

It is so adjudged this the 1st day of June, 2017.


Kristine G. Baker
United States District Judge